# THE ENVIRONMENT AGENCY

# AND

# ATALIAN SERVEST SECURITY LTD

# CCS WORKPLACE SERVICES CONTRACT

# (FM MARKETPLACE PHASE 2)

**REF: RM6089 & ECM 64975**

**FRAMEWORK SCHEDULE 6:**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

**Contract Number:** ecm 64975

# From the ("Buyer "): The Environment Agency

**To the (“SUPPLIER”):** Atalian Servest Security Ltd

**Registered Address:** Atalian Servest Security Ltd, Western Way, Bury St Edmunds, Suffolk, IP33 3SP

 **Registered Number:** 04376463

**DUNS Number:** TBC

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the CCS Framework Contract with the reference number RM6089 and is dated 9th June 2022 for the provision of security services.

**CALL-OFF LOT:**

This Call-Off Contract is in relation to the following Lot;

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1a |  | ISO 9001ISO 14001OHSAS 18001Cyber Essentials BasicMember of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations:NSI - National Security InspectorateBSIA – British Security Industry Association SIA - Security Industry Authority.IPSA - International Professional Security AssociationSSAIB - Security Systems and Alarm Inspection BoardCCAS – Chamber Certification Assessment ServicesISOQAR – Alcumus |

# CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where

numbers are missing we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 9 (Security)

Call-Off Schedule 28 (Call Off Specification)

Call-Off Schedule 6A (TUPE Surcharge)

Call Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part B (Staff Transfer At Start Date –From Former Supplier)

Call-Off Schedule 2: Part D (Pensions)

Call-Off Schedule 2: Part E (Staff Transfer on Exit) Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Mobilisation Plan and Testing) Call-Off Schedule 14 (Key Performance Indicators) Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 5 (Call-Off Pricing)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 3 (Continuous Improvement)

Joint Schedule 3 (Insurance Requirements)

Call-Off Schedule 1 (Transparency Reports)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 7 (Financial Distress)

Call Off Schedule 25 (Relevant Convictions)

Call-Off Schedule 7 (Key Staff)

Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

1. The Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility).

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

# CALL-OFF SPECIAL TERMS:

The following Special Terms shall be incorporated into this Call-Off Contract:

S1. FORCE MAJEURE

S1.1 For the purposes of this Call-Off Contract only, the Parties acknowledge and agree that COVID- 19 and the exit of the United Kingdom from the European Union shall both be excluded from the definition of, and shall not constitute, a Force Majeure Event (as defined in Joint Schedule 1 to this Call-Off Contract).

S1.2 Clause 20 (Circumstances beyond your control) in the Core Terms shall, for the purposes of this Call-Off Contract only, be deleted and replaced with clause S3.3 below.

S1.3 The Affected Party shall as soon as reasonably practicable upon the occurrence of the Force Majeure Event, issue a Force Majeure Notice to the other Party stating the nature of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform its obligations under this Call-Off Contract. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract to the extent that such delay or failure is a result of the Force Majeure Event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the duration of such Force Majeure Event. If the Affected Party has given notice of a Force Majeure Event to the non-affected Party in accordance with this clause S3.3 and the Force Majeure Event prevents the Affected Party from performing its material obligations under the Call-Off Contract for a period in excess of 1 month (or if the Force Majeure Event occurs within 1 month of the start of an Event or during an Event, then such period as may be determined by the Buyer), the non- affected Party may terminate the Call-Off Contract with immediate effect by notice in writing. In the event of termination under this clause S3.3, the Buyer shall have no obligation to make any further payments to the Supplier, save for payments that became properly due and payable prior to the effective date of termination as set out in the notice to terminate.

# EFFECTIVE DATE: 9th June 2022

**DATE THE CONTRACT PERIOD COMMENCES:** 12th June 2022

**MOBILISATION PERIOD:** 9th June 2022 – 12th June 2022

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1**

**COMMENCES:** 12th June 2022

**DATE CALL-OFF INITIAL PERIOD ENDS):** 11th June 2025

**CALLOFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):** 12th June 2025 – 11th June 2026

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years):** 4 years **-** 12th June 2022 – 11th June 2026

**CALL-OFF DELIVERABLES:**

The Supplier shall perform the Services and supply the Deliverables in accordance with Call Off Schedule 28 (Call-Off Specification). (Schedule 28 is comprised of the documents referred to as Attachment 3A, 3B and 3C in the tender documentation).

# CALL-OFF CHARGES:

# The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) and shall be calculated by reference to the pricing matrix set out below:

REDACTED

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

1. indexation;
2. Specific Change in Law;
3. benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);
4. Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms').

# MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

# ADDITIONAL INSURANCES

Not applicable

# INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Retail Price Index or 2%, whichever is lower. Indexation shall only apply from ***2 years from contract start date, (ie. Will only be applicable to year 3)*** and shall be applied on every yearly anniversary of 12th June.

Indexation shall be applied to the management and corporate overhead cost as per the Fixed Fee Pricing Matrix.

# PASS THROUGH COSTS

Not Applicable

# TUPE OPTION

Option 1 – Further competition TUPE Risk Premium applies in accordance with paragraph 7.2 of Attachment 1 (About The Procurement).

# VARIATION THRESHOLD

Paragraph 6.2 of Call-Off Schedule 5 (Call-Off Pricing) shall not apply for the purposes of this Call-Off Contract.

# INCLUSIVE REPAIR THRESHOLD

Not applicable

# BILLABLE WORKS

# Not applicable

# BUSINESS CRITICAL EVENTS ARE AS FOLLOWS:

Any Disaster Period lasting 1 hour or more, unless otherwise approved by the Buyer in writing in advance.

**BILLABLE WORKS NOT REQUIRING APPROVAL**

Not applicable. All Billable Works require the prior written approval of the Buyer.

# METHOD OF PAYMENT

By BACS - All Environment Agency invoices submitted by suppliers must quote a valid SOP iProcurement purchase order number and must be submitted to the following PO Box number or email address:

Postal address:

Shared Services Connected Limited

EA Procure to Pay

PO Box 797

Newport

NP10 8FZ

Email address: APinvoices-ENV-U@gov.sscl.com

Invoices with no Purchase Order number will be rejected and returned to the supplier.

# BUYER AUTHORISED REPRESENTATIVE:

# REDACTED

# Head of Security (Thames Barrier)

# Environment Agency

# Thames Barrier Operational Area Eastmoor Street

# Charlton

# London

# SE7 8LX

# REDACTED

# BUYER NOTICES

REDACTED

# BUYER SECURITY POLICY:

To be provided during mobilisation

# FINANCIAL REPORTS/PROGRESS REPORT FREQUENCY/

# PROGRESS MEETING FREQUENCY:

To be agreed during mobilisation.

# KEY ROLES/STAFF:

|  |  |  |
| --- | --- | --- |
| REDACTED |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# KEY SUBCONTRACTORS:

Not Applicable

# E-AUCTIONS:

Not Applicable

# COMMERCIALLY SENSITIVE INFORMATION:

Not applicable

# SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

# KPI CREDITS, AT RISK % AND EARN BACK%:

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

1. the At Risk % shall be: 6 %; and
2. the Earn Back % shall be: 50%

# RISK REGISTER:

To be agreed by the Parties during the Mobilisation Period.

**SMALL AND MEDIUM SIZED ENTERPRISES**

The Supplier shall report to the Buyer on the number of SMEs which it appoints as Subcontractors and the value of the cost of the Services and/or Deliverables undertaken by those SMEs within its normal reporting procedures.

# RELEVANT CONVICTIONS:

The Supplier shall ensure that any person who does not gain such clearance or is found by the Supplier to have a Relevant Conviction (whether as a result of a Police check or otherwise) is not employed or engaged in the provision of any part of the Goods and/or the Services.

For the purposes of this Call-Off Contract the following shall be deemed Relevant Convictions:

* Any conviction that may preclude the person from gaining SC clearance.

# CONCESSION – LOT 3 ONLY:

Not Applicable

# COLLATERAL WARRANTIES

Not Applicable

# PERFORMANCE BOND

Not Applicable

# CALL-OFF GUARANTEE

The Supplier shall give to the Authority a guarantee by the Call-Off Guarantor of the Supplier’s performance in the form of the Call-Off Guarantee

# SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the social value commitments provided for in its Tender:

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

# SIGNATURE AS A CONTRACT

Contract to be signed electronically via Defra’s e-procurement system BRAVO.

**Part B**

**Call-Off Schedules**

As attached